

TENDER SPECIFICATION
NO: BHE/PW/PUR/KRSR-ACL/1600

FOR

**PROVIDING SERVICE OF UNSKILLED MANPOWER FOR HOUSE KEEPING WORKS FOR
MAIN PLANT PACKAGE OF ENERGY EFFICIENT MODERNIZATION**

AT

#6 (210 MW), MSPGCL KORADI TPS, DIST. NAGPUR, M.S

VOLUME – IA

TECHNICAL BID CONSISTING OF:

- **Notice Inviting Tender,**
- **Volume-IA : Technical Conditions of Contract-,**
- **Volume-IB : Special conditions of Contract,**
- **Volume-IC : General conditions of Contract**
- **Volume-ID : Forms & Procedures**



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector - Western Region
345-Kingsway, Nagpur-440001

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Tender Specification Issue Details

Tender Specification No: BHE/PW/PUR/KRSR-ACL/1600

NAME OF THE WORK: PROVIDING SERVICE OF UNSKILLED MANPOWER FOR HOUSE KEEPING WORKS FOR MAIN PLANT PACKAGE OF ENERGY EFFICIENT MODERNIZATION AT U#6 (210 MW), MSPGCL KORADI TPS, DIST. NAGPUR, M.S

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION Refer Notice Inviting Tender

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

Addl. GENERAL MANAGER (Purchase)
Place: Nagpur
Date :

1600

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Ref: BHE/PW/PUR/KRSR-ACL/1600

Date: 07/03/2016

NOTICE INVITING TENDER (NIT)
**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO**

To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHE/PW/PUR/KRSR-ACL/1600
ii	Broad Scope of job	PROVIDING SERVICE OF UNSKILLED MANPOWER FOR HOUSE KEEPING WORKS FOR MAIN PLANT PACKAGE OF ENERGY EFFICIENT MODERNIZATION AT U#6 (210 MW), MSPGCL KORADI TPS, DIST. NAGPUR, M.S
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Applicable
d	Volume-ID	<i>Forms and Procedures</i> Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable

iv	Issue of Tender Documents	<p>1. <u>Sale from BHEL PS Regional office at :Nagpur</u></p> <p>Start : 05/03/2016 Closes: 16/03/2016, Time :16.00 Hrs</p> <p>2. From BHEL website (www.bhel.com) Tender documents can however be downloaded from website till due date of submission</p>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date:17/03/2016, Time :15.00Hrs</p> <p>Place : <u>BHEL PS Regional office at :Nagpur</u></p> <p>Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception:</p> <p>Pratish Gee Varghese/Sr. Engineer(Purchase) Nirmal P.G /Asst. Engineer (Purchase)</p>	Applicable
vi	OPENING OF TENDER	<p>1 hours after the latest due date and time of Offer submission</p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender</p>	Applicable
vii	EMD AMOUNT	Rs. 2,00,000/- (Rupees Two lakhs Fifty Thousand Only)	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date: At least 3 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date: Not applicable.	Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda,	

		Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	
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2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays

4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: <ol style="list-style-type: none"> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ol style="list-style-type: none"> i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender 	

iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)	

	superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- ~~9.0 — VOID~~
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL

reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 VOID
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed

for BHARAT HEAVY ELECTRICALS LTD

AGM / Pur

Enclosure

1. Annexure-1: Pre Qualifying criteria.
2. Annexure-2: Important Information.
3. Annexure-3: Check List
4. Other Tender documents as per this NIT

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	PROVIDING SERVICE OF UNSKILLED MANPOWER FOR HOUSE KEEPING WORKS FOR MAIN PLANT PACKAGE OF ENERGY EFFICIENT MODERNIZATION AT U#6 (210 MW), MSPGCL KORADI TPS, DIST. NAGPUR, M.S
TENDER NO	BHE/PW/PUR/KRSR-ACL/1600

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><u>Technical</u></p> <p><u>Bidder must have achieved any of the following:</u></p> <p>B.1) Bidder must have executed one job of Erection/ Construction / Installation/ Mechanical job / Civil job/ Material handling & material management/ House keeping service/ Job of Providing man power services of value Rs.100 Lakhs or above, in last 7 years as on latest due date of offer submission</p> <p style="text-align: center;">OR</p> <p>B.2) Bidder must have executed 2 Jobs of Erection/ Construction / Installation/ Mechanical job /Civil job/Material handling & material management/ House keeping service/ Job of Providing man power services each of value Rs.63 Lakhs or above, in last 7 years as on latest due date of offer submission .</p> <p style="text-align: center;">OR</p> <p>B.3) Bidder must have executed 3 jobs of Erection/ Construction / Installation/ Mechanical job /Civil job/Material handling & material management/ House keeping service/ Job of Providing man power services each of value Rs.50 Lakhs or above, in last 7 years as on latest due date of offer submission.</p> <p style="text-align: center;">OR</p>		

	B.4) Bidder must have executed contract(s)/order(s) of providing man power services for <u>housekeeping / for menial services / for any such activities envisaged in the scope of work of this contract</u> , by deployment of average 90 Nos of Man-power or above, in a consecutive period of 6 Months against such order(s)/contract(s), in last 3 years as on latest date of offer submission.		
C.1	<u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs.38 Lakhs or more over last three Financial Years (FY) i.e. or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14, 2014-15 .		
C.2	<u>NETWORTH (only in case of Companies)</u> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.		
C.3	<u>PROFIT</u> Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.		
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	<u>NOT APPLICABLE</u>	
E	Approval of Customer (if applicable) Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer.	APPLICABLE	
F	Consortium criteria (if applicable)	NOT APPLICABLE	
	<u>Explanatory Notes for QR 'A'</u> <ol style="list-style-type: none"> 1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures 2. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three. 3. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. 4. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) 5. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above 		

- | | |
|--|--|
| | <ol style="list-style-type: none">6. Time period for achievement of the 'Technical' criteria of PQR B.1, B.2 and B.3 will be the last 7 years ending on the 'latest date' of Bid submission, unless otherwise specifically mentioned in PQR B7. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.8. The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month. |
|--|--|

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER along with copies of Work Orders, Work Completion certificates, Audited profit and Loss Account for the last three years and other related documents as per PQR & tender specification.

BIDDER MUST SIGN & STAMP ALL PAGES OF TECHNICAL BID- VOL-I AND SUBMITT IT WITH THEIR OFFER AS A PART OF TECHNICAL BID.

Annexure -2

IMPORTANT INFORMATION

Sealed Tenders shall be submitted at following address to AGM /Purchase BHEL PSWR NAGPUR:

BHEL PSWR, SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR at above address. Bidders may also opt to correspond with following BHEL officials regarding this tender through email at following email ids. However please be informed that sealed tenders shall necessarily be submitted in original at above address:

AGM Purchase, Email id: rajeebc@bhelswr.co.in. Ph: +91 – 712 – 3048633

Sr Engineer Purchase, Email: pgv@bhelswr.co.in, Ph: +91 – 712 – 3048713

Engineer Purchase, Email id: svm@bhelswr.co.in , Ph: +91 – 712 – 3048715

Asst.Engineer ,Purchase, E-mail: nirmalpg@bhelswr.co.in, Ph: 0712-3048732

1. **The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)**
2. **Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf**
3. **All Statutory Requirements as applicable for this project shall be complied with.**
4. **BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**
5. **The following Clauses of General Conditions of Contract shall not be applicable for this Contract.**
 1. **Overrun Compensation (Clause No. 2.12)**
 2. **Interest bearing Recoverable advance (Clause no.2.13)**
 3. **Quantity Variation (Clause No.2.14)**
 4. **Extra Works (Clause no.2.15)**
 5. **Supplementary Works (Clause no.2.16)**
 6. **Price variation Compensation (Clause no. 2.17)**
 7. **Retention Amount (Clause no. 2.22)**
 8. **Performance Guarantee for Workmanship (Clause no. 2.24)**

6. Acceptance of Bank Guarantee (BG)

Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (V) of Vol I C GCC:

Clause No. 1.10.3 (V) of Vol IC GCC is revised as below:-

“Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below :

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: “Bank Guarantees issued by Co-operative Banks are not acceptable”.

CHECK LIST

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (√) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
		APPLICABILITY	BIDDER REPLY
5	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
6	Whether Audited profit and Loss Account for the last three years submitted	Applicable	YES/NO
7	Whether Copy of PAN Card submitted	Applicable	YES/NO
8	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
9	Integrity Pact	Not Applicable	Not Applicable
10	Declaration by Authorised Signatory	Applicable	YES/NO
11	Whether No Deviation Certificate submitted	Applicable	YES/NO
12	Whether Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
13	Whether Declaration for relation in BHEL submitted	Applicable	YES/NO
14	Whether Non Disclosure Certificate submitted	Applicable	YES/NO
15	Whether Bank Account Details for E-Payment submitted	Applicable	YES/NO
16	Capacity Evaluation of Bidder for current Tender	Not applicable	
17	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	Not Applicable
18	Whether Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO
19	Whether Analysis of Unit rates submitted	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

1600

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

Contents

SI No	DESCRIPTION	Chapter	Page No.
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5	Taxes and other Duties	Chapter- V	2
6	Wage structure		3

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – I Project information

1.0	Project Information
1.1	<p>1. Purchaser / Owner : MSPGCL</p> <p>2. Project Title : Koradi Thermal Power Station Unit # 6 (210 MW)</p> <p><u>LOCATION AND APPROACH :</u></p> <p>1. Location : KORADI, DIST. :NAGPUR, MAHARASHTRA (INDIA)</p> <p>2. Nearest City : The site is about 14 Km from Nagpur city.</p> <p>3. Nearest Air Port : Nagpur</p> <p>4. Railway Approach : Nearest Railway Station : Nagpur</p> <p>The Bidder shall visit site and get acquainted himself with the conditions prevailing at site before submission of the bid. The information's given here in under are for general guidance and shall not be contractually binding on BHEL/ Owner. All relevant site data's/information's as may be necessary shall have to be obtained /collected by the Bidder.</p>

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2.0 SCOPE OF WORK

The Scope of work under Housekeeping services under tender specifications shall broadly include **supply/deployment of maximum up to 150 Nos. of UNSKILLED Local MANPOWER per day for a period of eight months.** The work broadly mentioned below:

- Keeping surrounding areas clean
- Keep the work area tidy.
- Keep stairways, passageways clean
- Any other housekeeping as per instruction of site engineer.
- Cleaning, sweeping mopping and wiping of floors, staircase on daily basis or as required by Officer-In-charge.
- Thorough cleaning of all toilets
- Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, typewriters, computers, telephones, curtains, wall mounted fans etc.
- Lifting, carrying and disposing the dead birds animals, rats, insects etc. if found in and around the office building.
- Clearing of any choking's in the drainages, manholes etc.
- Cleaning and sweeping of open area including balconies and roof tops .
- Maintenance of lawns & surroundings, cutting of hedges, cutting/shaping of plants by gardener and removal of grass/weeds/ garbage.
- Housekeeping of closed sheds and semi closed sheds are also included in the scope of work. Contractor shall carry out the housekeeping works on regular intervals (once a week).
- The bidder must employ adult and UNSKILLED LOCAL LABOUR only. Employment of child labour will lead to the termination of the contract.
- **Out of total 150 Nos of UNSKILLED MANPOWER, two person shall function as Supervisor to monitor all the above works and to take care of all coordinations.**

All the work shall be carried out as per the instructions of BHEL engineer. BHEL engineer's decision regarding correctness of the work and method of working shall be final and binding on the contractor.

The contractor shall perform all required services which may not be specified herein but nevertheless required for the completion of work within quoted rates.

2.1 Contractor shall strictly comply with the following:

PROVIDENT FUND: The successful bidder shall obtain Provident fund Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed which will be used only for tallying / verification that proper PF deposit has been made.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II SCOPE OF WORK

ESI: The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue Latest digital ESI card to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at which will be used only for tallying / verification that proper ESI deposit has been made.

BONUS: The contractor shall strictly comply with the provision of Bonus Act. The contractor shall ensure payment of Bonus @ 8.33%.

WAGES: All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in Annexure-A.

Working Hours: Entire man-power has to be deployed during General Working Hours from 9.00 Hrs to 18.00 Hrs with 1 hour Lunch break in a day.

Over Time is Not Applicable: Man-power is not required to be deployed beyond above General working hours in any case. Hence No Overtime payment is admissible under this contract.

Holiday and Working Day: All Sundays and Holidays applicable at Koradi TPS shall be applicable for the workers under this contract. All other days of the calendar month shall be considered as Working Days

2.3 GENERAL Instructions to Contractor:

The number of manpower indicated is tentative and actual deployment may vary based on the site requirement, but limited to maximum 150 Nos Per day.

The bidders shall be deemed to have visited the site and studied the specifications and details of job / services to be done in the desired manner and to have acquainted themselves of the conditions prevailing as on date in the respective premises. No compensation on account of unawareness of local laws and conditions prevailing at site shall be admissible under this contract.

Gate Pass: Contractor will have to prepare gate passes/identification passes as per the procedure laid down by security section for all the employees/workers entering in the power plant premises for the subject work.

All necessary certificates, gate passes and licenses required to carry out this work are to be arranged by the contractor within the quoted rate.

The contractor shall bear preparation of their Identity card, gate pass ,compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II SCOPE OF WORK

personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours.

The Contractor shall pay the wages to the personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the BHEL for whatever reason.

Wages payable to shall not be less than the minimum wages payment as declared by the State Govt. of Maharashtra from time to time.

While depositing the applicable ESI & EPF amount in the account of respective worker, it shall be the sole responsibility of the contractor to comply with all prescribed provisions of Labour rules/Laws/Act.

However with respect to substituted personnel, payment of their ESI & EPF will be considered by BHEL subject to documentary evidence provided by the contractor in this regard. The same terms and conditions of agreement shall also be applicable to the substitute worker, and the contractor shall have to submit the complete details including EPF and ESI account of such worker.

Further the agency shall specifically ensure compliance of various Labour Laws/Acts.

All expenditure including taxes and incidentals in this connection will have to be borne by the contractor unless otherwise specified in the relevant clauses elsewhere here. The contractor's quoted rates shall include of all such contingencies. In this connection refer relevant clause of general conditions of contract.

The work shall be executed under usual conditions affecting major thermal power projects in an existing power plant and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with personnel of customer's contractors, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.

If the contractor or his workmen or employees break, deface, injure or destroy any part of a building, road, kerbs, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees or any other property or to any part of erected equipment, stored components etc. Within the project premises or outside, the contractor shall make the same good at his own expenses.

In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging of duty, the compensation / legal or any other liability will solely rest with the Contractor.

The contractor shall arrange to maintain the daily attendance record of the contract personnel deployed by him showing their arrival and departure time. The attendance record shall be produced for verification on demand by the BHEL at any other point of time. **Proper registers/records for the attendance and jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be countersigned by the BHEL / customer officer-in-charge.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II SCOPE OF WORK

HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT: In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The contractor shall arrange first Aid Box at work site at a suitable location for all the time during job contract period. Towards this Please refer HSE Guidelines in Special Conditions of Contract

Safety for personnel: Contractor shall be fully responsible for safety of their manpower in the plant premises/ site premise.

The contractor will be responsible for the payment of compensation of the manpower in case of accidents as may be admissible under the workmen's compensation Act.

If he fails to pay the same, it will be recovered from any of his due for payment and will be paid to the concerned person or his dependents/heir etc.as required under rules and regulations.

All grievances of labours employed by contractor during the tenure of contract shall be the sole responsibility of contractor.

Any minor details leftover should not be considered as waiver. The related work of item not mentioned in the schedule and if necessary will be binding on contractor to execute as per the instruction of BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III TIME SCHEDULE

3.1 INITIAL MOBILIZATION

After receipt of fax LOI, contractor shall discuss with project manager / construction manager regarding initial mobilisation. Contractor shall mobilize necessary manpower within 1 week of issue of fax letter of intent or as per the directive of project manager / construction manager.

3.2 CONTRACT PERIOD

THE CONTRACT PERIOD SHALL BE 8 (Eight) MONTHS FROM THE “START OF CONTRACT PERIOD”.

The date of first deployment of contract labour by the contractor as defined in scope of this contract shall be reckoned as the start of the contract period.

3.3 EXTENSION/SHORT-CLOSURE

BHEL reserves the right to extend or short-close the contract at its sole discretion. Contractor shall not be eligible for any compensation on account of the same.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV PAYMENT TERMS

PAYMENT TERM:

100 % Monthly Running Bill Payment shall normally be made within 30 days as per the details below:

Monthly Running Bill shall be supported with following documents:

- 1) Attendance sheet duly certified by Contractor's supervisor and BHEL/Customer official**
- 2) Wage sheet (evidencing payment of minimum wages and HRA)**
- 3) Proof of remittance of PF, EDLI, ESI, Service Tax of the respective previous month**

Bonus component (including contractor's profit percentage thereon) shall be paid on submission of proof of payment.

Contractor has to make the payment to their respective work force latest by 7th day of every calendar month.. Contractor has to also ensure timely deposit of PF and ESI as per the provisions of the act.

Calculation of Monthly Running Bill Amount: payment shall be made as per the Per Man-month rate, on pro-rata basis on actuals. In case of absence of any man-power on working days, the man-month rate shall be reduced to that extent. Towards this Per Man day rate shall be derived as below:

Per Man Day Rate = Total Man-Month Rate (per person) divided by 26 Days.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V TAXES AND DUTIES

5.0 TAXES, DUTIES, LEVIES (Consolidated Rev 06 dated 25/12/2015)

5.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding Service Tax, Swachh Bharat Cess and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

5.1.2 Service Tax & Swachh Bharat Cess on Services.

Contractor's price/rates shall be exclusive of Service Tax and Swachh Bharat Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Swachh Bharat Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate presently Service Tax 14% and Swachh Bharat Cess 0.5% on the admitted Service value.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

1. The name, address and the registration number of the contractor,
2. The name and address of the party receiving taxable service,
3. Description and value of taxable service provided and,
4. The service tax and Swachh Bharat Cess payable thereon.

All the Four conditions shall be fulfilled in the invoice before release of service tax and Swachh Bharat Cess payment.

Wherever, more than one route/option are available for discharge of service tax and Swachh Bharat Cess liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.

5.2 New Taxes/Levies -

In case the Government imposes any new levy/tax on the output service/goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V TAXES AND DUTIES

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

5.3 BOCW Cess -

The quoted rates shall be exclusive of the BOCW Cess which, if applicable, shall be paid extra by BHEL against Documentary evidence. However, the applicability of the BOCW Cess shall be got confirmed from BHEL in writing, before remitting such Cess/tax.

5.4 GST:

As and when GST becomes applicable to this contract, the net differential (negative or positive) financial liability of the bidder to the Authorities (as compared to such liability prior to applicability of GST), if any, shall be to the account of BHEL. For this purpose, all available options under the GST shall be explored, and the decision of BHEL in this regard shall be final and binding on the bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI Wage structure

6.0

- 1) Payment to the Contractor shall be on Per Man Month Basis. Various components of the Per Man-Month Rate are detailed in the table below.
- 2) The prevalent monthly 'basic minimum wages' and the 'special allowance' is as per minimum wages act Maharashtra govt. for Unskilled Sweeper and Scavenger will be applicable for this contract. The prevailing Labour Law Reporter Circular for the period 01.01.2016 to 30.06.2016 is appended herewith for reference. These two components shall vary as per the latest notifications.
- 3) Payment Shall be regulated as per the rates for the Category of Sweeper and scavenger and any further increment / decrement in Minimum wages will become the part of monthly consolidated wages.
- 4) The minimum wages derived as per given formula should be strictly paid by contractor to their work force.
- 5) Bidder shall quote their profit margin in terms of percentage (%) on the monthly wage per person as in sl no. 7 of the table below.
- 6) The Profit margin percentage as quoted in Price bid shall remain firm for the entire contract duration. However the Per Man-Month Rate payable during respective month may vary depending on the following:
 - a) Any changes in the monthly minimum wages/ Special Allowance as notified by Govt. of Maharashtra.
 - b) Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law.
 - c) Payment to the contractor will be subject to income tax TDS as per rules in force from time to time & TDS certificate will be issued to the Party.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI Wage structure

S.NO	COMPONENT	AMOUNT in Rs.
		Derivation of Per man-month Rate based on per man-month rate for 'Unskilled' 'Sweeper and Scavenger'
A	Basic Minimum wage	4600*
B	Special Allowance	3345*
1	Monthly Consolidate Wages (A + B)	7945
2	PF contribution on SL.No.1	
(a)	CPF@12% on SI.No1	953.4
(b)	EDLI @ 0.50% On SI .No 1	39.725
3	ESI Contribution on SI.No1	
(a)	ESI@4.75% as Employer contribution	377.3875
4	Bonus @ 8.33 % on SI No 1	661.8185
5	HRA @ 5% on SI No 1 as per Maharashtra HRA Rule	230
6	Per Month Wage Per Person (SI No 1+2+3+4+5)	10207.331
7	Contractor's Profit Margin in terms of % of SI No 6	To be quoted in price bid by bidder
8	Applicable Per Man-Month Rate	Sum of SI No 6 and 7

Bidder Quoting Lowest Percentage Margin in price bid shall be considered for award of work.

Note:

Basic Minimum wage, Special Allowance and % factors of PF, ESI, Bonus, HRA etc are as per the prevailing government notifications. This may vary during execution of contract and payment shall be regulated based on the latest notifications.

TECHNICAL CONDITIONS OF CONTRACT (TCC) MIN. WAGE CIRCULAR

LABOUR LAW REPORTER

CIRCULAR

REVISED MINIMUM WAGES - MAHARASHTRA

The Rates of Basic Pay & Special Allowances for the period (01-01-2016 to 30-06-2016)

Sr.	NATURE OF INDUSTRIES	MODE	BASIC				Special Allowance	Increase	Min Wage Unskilled	
			Un - Skilled	Semi - Skilled	Skilled	Highly Skilled			Per Month	Per Day
45	SEEPZ	P.M.	5300	5800	6300		+ 3451.50	318.60	8751.50	336.60
46	STONE BREAKING & CRUSHING	P.M.	3950	4250	4750	.....	+ 3564.75	304.50	7514.75	289.03
47	SOAPS & COSMETICS	P.M.	6500	7000	7700		+ 2464.00	336.00	8964.00	344.77
48	SHOP & ESTABLISHMENT	P.M.	5000	5400	5800	.....	+ 2953.80	313.20	7953.80	305.92
49										
50	SAW MILL	P.M.	4400	4900	5400	.....	+ 3239.25	304.50	7639.25	293.82
51	TANNERIES & LEATHER MANUFACTORY w.e.f 16-03-2015	P.M.	8000	8600	9000	.....	+ 1188.00	324.00	9188.00	353.38
52	UTENSILS (w.e.f. 24-02-2015)	P.M.	8000	8500	9200	.....	+ 2816.00	384.00	10816.00	416.00
53	WOODEN PHOTO FRAMES	P.M.	6500	7000	7700		+ 2464.00	336.00	8964.00	344.77
54	WOODEN FURNITURE	P.M.	6500	7000	7700	.....	+ 2464.00	336.00	8964.00	344.77
55	WATCH STRAPS MFG	P.M.	4800	5100	5500	.....	+ 3633.00	304.50	8433.00	324.35
56	HANDLOOM	P.M.	3000	3500	4000		+ 2707.25	246.50	5707.25	219.51
57	SOIL POT MAKER	P.M.	3500	3700	3900		+ 2802.80	255.20	6302.80	242.42
58	FOREST OR FORESTRY	P.M.	5200	5600	6000		+ 3008.50	319.10	8208.50	315.71
59	SILVER INDUSTRIES	P.M.	4500	5000	5500		+ 3393.50	318.00	7893.50	303.60
60	TOBACCO & BIDI INDUSTRIES	P.M.					969.00	228.00	969.00	37.27
61	GRAM PANCHAYAT	P.M.	2070	2170	2270		+ 2200.00	300.00	4270.00	164.23
62	COLOUR & CHEMICAL INDS (DYES & CHEMICALS) w.e.f. 16-03-2015	P.M.	7200	7700	8500		+ 1564.00	276.00	8764.00	337.08
63	VITA & KHIL	P.M.	3300	3500	3700		+ 2301.00	174.00	5601.00	215.42
64	STABLE	P.M.	3300	3600	3900		+ 3740.00	255.20	7040.00	270.77
65	SALT INDUSTRIES	P.M.	4000	4300	4600	5000	+ 3239.25	304.50	7239.25	278.43

As per Maharashtra HRA Act, In addition to above, 5% HRA on Basic + DA to be paid compulsory (If Employing more than 50 Employees)

NOTE: Rate of Special Allowance (DA) for the period 01.06.2016 to 30.06.2016 as declared by the office of the Commissioner of Labour, BKC, Bandra (E) Mumbai 400 051.

LABOUR LAW REPORTER

BHEL-PSWR

Tender Specification No: BHE/PW/PUR/KRSR-ACL/1600

Technical Conditions of Contract –Volume I A (Part I : Contract Specific Details)

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